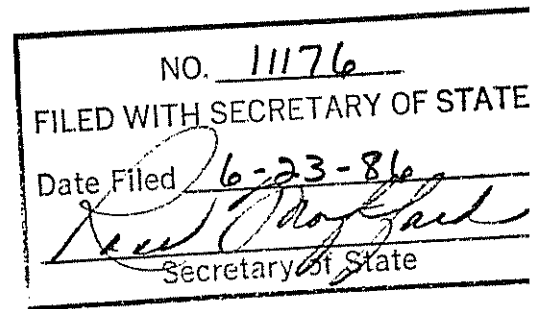


MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF GILBERT



THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF GILBERT, hereinafter called "TOWN",

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE:

WHEREAS, the TOWN is empowered by A.R.S. Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the TOWN. This work shall include the operation and maintenance of traffic signals and/or highway lighting at the following location:

SR 87 at San Angelo Street - MP 171.0 - Town of Gilbert

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1986, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

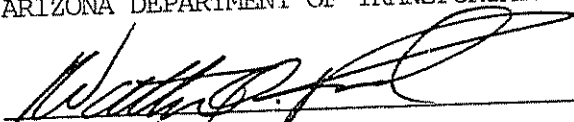
9. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

10. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:


State Engineer

DATE:

20 May 1986

TOWN OF GILBERT

BY:



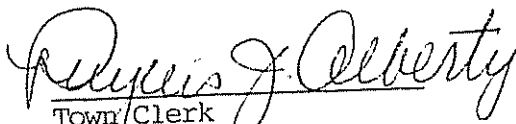
TITLE:

Mayor

DATE:

May 12, 1986

ATTEST:


Town Clerk

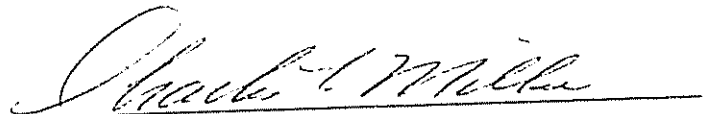
Date: May 12, 1986

Maintenance - Traffic Signals
SR 87 at San Angelo Street in the Town of Gilbert - MP 171.0

RESOLUTION

BE IT RESOLVED on this 24th day of February, 1986, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the TOWN OF GILBERT for the maintenance of traffic signals on State routes within the TOWN OF GILBERT.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Director
ARIZONA DEPARTMENT OF TRANSPORTATION



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

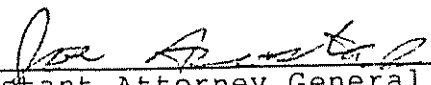
DETERMINATION

A. G. Contract No. KR86-0620, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17 day of June, 1986.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division

This is a true and correct copy
of the Original Document.

COUNCIL MINUTES
May 6, 1986, Page 4

Raymond J. Alberty 5/13/86
Town Clerk Date

Manager Cooper explained that because of pending zoning cases the applicant has been unable to proceed with his project as the pending cases have held up the extension of a sewer line. The applicant was, therefore, requesting another six month extension as they are landlocked from access to the sewer. A MOTION was made by Councilman Farley, seconded by Councilman Falconer to grant a six month extension for Z84-34, Ladd Development. Voice vote carried the motion 4-0.

10. **Utilities** -consider agreement with Salt River Project for removal of SRP irrigation structure at southeast corner of Gilbert and Houston. (CC#86-111)

Public Works Director Strand informed Council that the structure under discussion had been relocated at the request of the Town at the time of construction of Gilbert Road I.D. #10. The structure is now hampering vision and needs to be removed. Because of "prior rights" SRP will not pay for the removal. Expense to the Town would not exceed \$7,500. Salt River Project personnel will remove the structure and billing for that work will be in next year's budget. A MOTION was made by Councilman McCabe, seconded by Councilman Farley authorizing staff to enter into an agreement with SRP for removal of the irrigation structure at a cost not to exceed \$7500. Voice vote carried the motion 4-0.

11. **Flood Control** -consider intergovernmental agreement with the Maricopa County Flood Control District for Lindsay Road Regional Retention Basin Conveyance System. (CC#86-112; Resolution 702)

Public Works Director Strand reported on the results of the meetings between staff and the Flood Control District Board, noting the Board had unanimously approved an intergovernmental agreement with the County to cost share 50% of the costs of the Lindsay Road Regional Retention Basin Conveyance System. The estimated cost is \$1,957,800 and the District's estimated share of that cost is \$978,900. Staff recommended approval of a resolution authorizing execution of an agreement. A MOTION was made by Councilman Falconer, seconded by Councilman Farley to adopt Resolution #702, as presented. Voice vote carried the motion 4-0.

12. **Public Works** -consider intergovernmental agreement with Arizona Department of Transportation for a traffic signal at Arizona Avenue and San Angelo Street. (CC#86-113)

Public Works Director Strand reported on results of a traffic signal needs study at the intersection of San Angelo and Arizona Avenue by the Department of Transportation for the State of Arizona. The study determined that the intersection meets the

necessary warrants for signalization. The State requires cost share by the community on a 50/50 basis, with the State responsible for any and all maintenance costs and the Town paying the annual cost of electricity. Mr. Strand commented that the Town's share would not exceed \$40,000 and that the annual energy cost estimate is \$1,500. He noted the one time capital expense would be allocated in the FY 86-87 budget and the \$125 per month electricity cost would be included as an expense item in the Street Department budget. A MOTION was made by Councilman Falconer, seconded by Councilman Farley to approve two intergovernmental agreements with the Arizona Dept of Transportation, one for capital costs not to exceed \$40,000 and the other a maintenance agreement, as presented. Voice vote carried the motion 4-0.

13. **Street Maintenance** -consider adoption of Resolution authorizing Local Transportation Assistance Fund request for maintenance and transportation infrastructure for FY 1986-87. (CC#86-114)

Assistant Manager Pettit noted the State law which created the Local Transportation Assistance Fund requires that municipalities seeking funds apply to the Dept. of Transportation. Staff recommended the current policy of funding streets and transportation maintenance be continued for 1986-87. A MOTION was made by Councilman Farley, seconded by Councilman Falconer to adopt Resolution #703, as presented. Voice vote carried the motion 4-0.

- 13a. **Downtown Revitalization Project** -consider authorization to enter into an agreement with Ralph M. Parsons Company, Inc., for construction management services for the downtown revitalization project. (CC#86-115)

Manager Cooper noted this was an addendum item, and report that the downtown revitalization project had reached a point where the demands on staff time was excessive due to the complexity of the funding sources, timing of construction planning for detours, landscaping, building renovations, and staff was, therefore, recommending an agreement with the Ralph M. Parsons Company, Inc. for construction management services as an important adjunct to the design and conceptual phase provided by BRW. He also reported that the schedule of construction would not allow completion before Gilbert Days. Therefore staff was recommending a look at changing the phasing. Fees for construction management services were estimated to be \$124,000 with the Parsons Company billing on actual time spent. The contract was available, but Mr. Cooper stated the Town's standard performance agreement could be modified, with Council approval. Mr. Curtis Weideman of Ralph M. Parsons Co., Inc. was present to discuss any aspect of the services to

EXHIBIT "B"
APPROVAL OF THE TOWN ATTORNEY

I hereby state that I have reviewed the proposed Maintenance Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and the TOWN OF GILBERT and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

Dated this 8th day of May, 1986.

TOWN OF GILBERT

BY:

Karen L. Powers

Town Attorney

for Susan D. Goodwin